

RESOLUTION 2022-75

A RESOLUTION APPROVING A PROPOSAL WITH TERRACON CONSULTANTS INC. FOR CONSTRUCTION OBSERVATION AND MATERIAL TESTING SERVICES.

WHEREAS, Terracon Consultants Inc. (Terracon) has submitted a proposal for completion of observation and materials testing for the West Branch Wastewater Treatment Facility Improvements Project; and

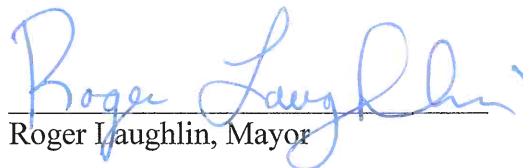
WHEREAS, Terracon has provided geotechnical engineering services for the project in 2021 (Terracon Project No. 06215069.01); and

WHEREAS, Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of the project as scheduled by Veenstra & Kimm; and

WHEREAS, Terracon will bill for their services as rendered according to the Fee Schedule included in their proposal for services.


NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that the proposal for services with Terracon is approved.

Passed and approved this 1st day of August, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk



July 22, 2022

City of West Branch
110 N. Poplar Street
West Branch, Iowa 52358

Attn: Mr. Adam Kofoed
P: 319.643.5888
E: adam@westbranchiowa.org

Re: Proposal for Construction Observation and Materials Testing Services
West Branch WWTP Improvements
300th Street and Charles Avenue
West Branch, Iowa
Terracon Proposal No. P06221178

Dear Mr. Kofoed:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and presents our Agreement for Services.

Terracon provided geotechnical engineering services for the project in 2021 (Terracon Project No. 06215069.01). As such, we believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

1.0 PROJECT INFORMATION

- Project information available for review at the time of this proposal includes:
 - Civil, structural and architectural plans dated April 2022
 - Project specifications dated April 2022
 - A telephone conversation with Emily Linebaugh with Veenstra & Kimm dated 07/21/2022 to discuss preliminary scope, quantities and/or schedule information

- We understand the project consists of:
 - The construction of a submerged growth reactor (SAGR) system, a new aerated lagoon cell, sampler building and UV Disinfection building.

Terracon Consultants, Inc. 2640 12th Street SW Cedar Rapids, IA 52404
P [319] 366 8321 F [319] 366 0032 terracon.com

Explore with us

2.0 PROJECT INFORMATION

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork observation and testing
 - Compaction testing of newly placed fill
 - Proofroll observations
 - Subgrade observations
- Laboratory soil/aggregate testing
 - Standard Proctors
 - Atterberg Limits
 - Aggregate gradations
 - Permeability Testing
- Shallow foundation bearing soil observation and testing
 - Excavations will be observed for cleanliness and geometry
 - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about 3 feet below bearing level
 - Foundation soil conditions will be compared to information contained in the geotechnical report for this project to determine if suitable bearing conditions exist
- Cast-in-place concrete reinforcing steel observation
 - Bar type and grade, size, condition, lap length, cover, position and securement
 - Note that we should be contacted to observe walls and columns taller than 5 feet both before and after formwork is set to enable proper viewing of the steel and to verify clearance
 - Cast in-place anchor bolts
- Portland cement concrete field testing and laboratory testing
 - Perform temperature, slump & air content testing and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders (and/or standard beams) and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside

of this timeframe, special arrangements will need to be made and additional costs will apply.

- We assume that the concrete will be sampled as the concrete is delivered from the mixer to the conveying vehicle used to transport the concrete to the forms (ie, truck discharge) as indicated in the relevant American Concrete Institute (ACI) and American Society for Testing and Materials (ASTM) documents. If other locations for sampling are desired (such as pump discharge), we can provide this. However, we will require safe access, and additional costs may be incurred.
- We assume that a temperature-controlled environment meeting ASTM standards will be available to us for sample storage or that it will be acceptable for us to store samples exposed on the jobsite or in a moderately controlled environment provided by us (such as a cure box). However, it is not in our scope to provide fully climate-controlled enclosures. If this is a requirement, additional costs will apply.
- Laboratory testing
 - Compressive strength of concrete
- Structural masonry observation and testing
 - Observation-structural masonry construction in general accordance with ACI530 Level B except as noted below
 - In general, Level B includes periodic observations of site prepared mortar, construction of mortar joints, location of vertical and horizontal reinforcement, condition of cells to be grouted, cold or hot weather masonry practices as applicable, and the preparation of samples. Level B also includes continuous observation of grout placement. .
 - Material sampling
 - Measure grout flow/slump and temperature and cast 3” x 6” grout prisms. For estimating purposes, we assume that cardboard grout sample boxes will be allowed due to the low cost and convenience. However, they are not recognized as an approved mold by ASTM. If the client wishes grout prisms to be formed in general accordance with ASTM C1019, we will need access to forming materials and a protected space onsite to make the samples, and additional costs will apply.
 - Laboratory testing
 - Compressive strength of grout
- Project Management
 - Attendance at pre-construction and project meetings at Client’s request
 - Technical consulting at Client’s request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices



If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Rapids, Iowa office at the following phone number: (319) 221-7300. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for ***Construction Materials Engineering Laboratory Management System*** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.



3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Zach Lenth
Project Manager

Thomas P. Lisi, P.E.
Senior Project Engineer

Lisi, Thomas
Jul 22 2022 12:03 PM

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Copies to: Addressee (1 pdf)

Attachments: Unit Rate Schedule
Agreement for Services



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
1215 Field Technician	\$60.00	hour*
1205 Senior Field Technician	\$85.00	hour*
1275 Structural Steel Technician	\$95.00	hour*
1140 Field Engineer	\$105.00	hour*
1141 Field/Lab Coordinator	\$75.00	hour
1127 Project Manager/Engineer	\$115.00	hour
1126 Senior Project Manager/Engineer	\$155.00	hour
xxxx Senior Geotechnical Engineer	\$185.00	hour
xxxx Project Setup	\$250.00	each
LABORATORY TESTING		
2039 Standard Proctor, Soil	\$140.00	each
2040 Standard Proctor, Rock	\$160.00	each
2093 Standard Proctor, Soil/Cement	\$175.00	each
2053 Relative Density	\$350.00	each
2001 Atterberg Limits (three point)	\$120.00	each
2066 Aggregate Gradation (include #200 wash)	\$175.00	each
2058 Constant Head Permeability - Remolded	\$395.00	each
3324 Compressive Strength Cylinder (4" x 8", Terracon-made)	\$20.00	each
3325 Compressive Strength Cylinder (4" x 8", made by others)	\$30.00	each
4007 Compressive Strength of Grout	\$25.00	each
FIELD EQUIPMENT/MATERIALS		
5123 Structural Steel Equipment	\$100.00	day
2090 Nuclear Density Gauge	\$35.00	trip
3371 Cure Box, per pour	\$5.00	each
Consumables	Cost + 15%	
TRIP CHARGE		
1620 Trip Charge	\$60.00	trip
xxxx Shipping Soil Samples for Permeability Testing	\$50.00	each
1622 Trip Charge - Regional Structural Steel Inspector	\$150.00	trip

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A three-hour minimum charge is applicable to all site visits. Trip charge includes vehicle and mileage costs.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of West Branch IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the West Branch WWTP Improvements project ("Project"), as described in Consultant's Proposal dated 07/22/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. AKO
1-2024
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
 By: *Thomas P Lisi* Date: 7/22/2022
 Name/Title: Thomas P Lisi / Senior Project Manager
 Address: 2640 12th St SW
Cedar Rapids, IA 52404-3440
 Phone: (319) 366-8321 Fax: (319) 366-0032
 Email: Tom.Lisi@terracon.com

Client: City of West Branch IA
 By: *Adam Kofeod* Date: 8-1-2022
Roger Tughe
 Name/Title: Adam Kofeod /
 Address: 110 N Poplar St PO Box 218
West Branch, IA 52358-7600
 Phone: _____ Fax: _____
 Email: adam@westbranchiowa.org